Section 2 - Sample Provision Excerpt (Public Preview)

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ISSUE #1

MARKUP #1 ->

MARKUP #1 · SUBJECTIVE OR OVERBROAD WORDING

BOARD & COUNSEL REVIEW

Sec. 2 (p. 1): Covenant authorizes unlawful self-help termination of essential residential utilities, warrantless self-help lot/unit entry or demolition, lockouts, or denial of ingress/egress.

Statutory / Legal Reference: Tex. Prop. Code § 92.008, § 209.006

Statutory Comparison: Under Texas law, non-judicial self-help lockouts, blocking ingress/egress to a homestead, or terminating residential utilities without strict statutory authorization and due process exposes the association to tort and statutory damages.

CURRENT WORDING IN DOCUMENT:

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SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Under no circumstances shall any suspension of privileges impair the right of an Owner or occupant to have vehicular and pedestrian ingress to and egress from their Lot or Unit, nor shall the Association disconnect essential residential utility services, execute non-judicial self-help entry/demolition, or conduct non-judicial lockouts, in...